

REMARKS/ARGUMENTS

Reconsideration of this application in light of the above amendments and following comments is courteously solicited.

Initially, the undersigned would like to thank Examiner Fletcher for courtesies extended during a telephone interview conducted on February 21, 2012. In the aforesaid interview, the issues in the office action relating to differences between the bonding agent and PU layer were discussed, as well as differences between the location of application of the bonding agent and the PU layer as shown in the embodiment of Figure 1. The claims as amended herein have been drafted in accordance with this discussion.

In the course of amending the present claims, claim 1 has been divided into two independent claims, namely claims 1 and 25. This is in place of the alternative language which was present in claim 1 as previously pending, and is believed to help simplify the further prosecution of this application. Claim 1 is now drawn to the embodiment of Figure 1 wherein bonding agent 3 is first applied to the nonwoven 1, and then the PU layer 7 is applied to the bonding agent coated nonwoven. Thus, claim 1 as amended calls for the bonding agent to be applied to the nonwoven to provide a bonding agent coated nonwoven such that the extrusion step applies the heated product or layer onto the bonding agent coated nonwoven. New claim 25 calls for the providing step to comprise mixing the bonding agent with PU to form a PU bonding agent blend and extruding the PU bonding agent blend onto the nonwoven as the product. Dependent claim 12 has been transferred to claim 25.

Claim 8 has been amended to clarify that the bonding agent comprises a reactive, PU based hot-melt, and further specifies that the applying step applies the bonding agent onto the PP nonwoven such that the bonding agent has not cooled down yet when coming into contact with the extruded PP product.

Claims 12 and 13 have been amended to clarify that the mixture recited is the PU bonding agent blend referred to in new claim 25.

Claims 22 and 24 have been amended to address the Examiner's objection with respect to the heated product or layer comprising PU, and these claims have also been amended to specify that the difference between the bonding agent and the PU is difference in weight per surface area.

Turning now to the issues raised in the office action, it is believed that all are resolved by the present response and that the application is in condition for allowance.

The objection to claims 22 and 24 and rejection of these same claims under 35 USC 112, first paragraph, are addressed by the claim amendments discussed above.

Claims 1, 2, 5, 9, 10, 15-17 and 23 were rejected as anticipated by EP '779. Claim 1 as amended recites only the embodiment wherein the bonding agent is applied first followed by application of the PU product or layer. This is as is shown in Figure 1 of the present application wherein bonding agent 3 is applied to nonwoven 1, and then the PU product or layer is extruded onto the bonding agent coated nonwoven. EP '779 does not at all disclose this subject matter, as only a single application of polyurethane is applied between the two nonwovens 14, 15.

It is respectfully submitted that claim 1 as amended clearly defines patentably over the art of record. It was agreed during the aforesaid telephone interview that this claim language would appear to overcome EP '779, but the Examiner also indicated that further searching may be needed.

Dependent claims 2, 5, 9, 10, 15-17 and 23 all depend directly or indirectly from claim 1 and are believed to be allowable based upon this dependency.

Dependent claim 8 had been rejected as obvious over EP '779. This claim has been amended as discussed above to specify that the bonding agent comprises a reactive, PU-based hot-melt, and further requires that this hot-melt be applied onto the PP nonwoven such that it has not cooled down before coming into contact with the extruded PU product. This claim is believed to be both allowable based upon dependency from claim 1, and also in its own right as the claim further specifies that the bonding agent is a reactive, PU-based hot-melt that is applied before the extruded PU product. EP '779 does not disclose or suggest such subject matter.

Dependent claim 3 had been rejected as obvious over a combination of EP '779 and the '086 publication. Claim 3 is nevertheless believed to be allowable based upon its dependency from claim 1 and the arguments submitted above.

Turning to new claim 25, this claim recites that the extruded product is formed by mixing the bonding agent with PU to form a PU bonding agent blend, and extruding the PU bonding agent blend onto the nonwoven as the product. Dependent claims 12 and 13 now depend from claim 25, and recite specific materials and amounts for the bonding agent

and PU. It is respectfully submitted that the combination of EP '779 and the '857 publication does not meet this subject matter.

EP '779 does not disclose a bonding agent which is mixed with the PU. EP '779 clearly shows the separate layer 16 between the two nonwoven layers 14 and 15.

With regard to '857, it is noted that this document only teaches that in order to improve the adhesion of the material PP that a certain maleic anhydride-modified polyolefin may be utilized. In [0041] it is mentioned that a tie layer 16 is present which comprises a bonding agent. This layer is shown in Fig. 3. The tie layer 16 is the same as the layer 16 in Fig. 16 of EP '779. Thus, '857 does not teach to include the bonding agent in the PU as claimed.

An earnest and thorough effort has been made by the undersigned to resolve the outstanding issues in this case and place same in condition for allowance. If the Examiner has any questions or feels that a telephone or personal interview would be helpful in resolving any outstanding issues which remain in this application after consideration of this amendment, the Examiner is courteously invited to telephone the undersigned and the same would be gratefully appreciated.

It is submitted that the claims as amended herein patentably define over the art relied on by the Examiner and early allowance of same is courteously solicited.

This paper is accompanied by authorization to charge Deposit Account No. 02-0184 for a two month extension of time. It is believed that no additional fee is due in

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connection with this paper. If any such fee is due please
charge same to Deposit Account No. 02-0184.

Respectfully submitted,

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